

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patentee/Inventor: George H. Butcher III

Confirmation No.: 6053

Patent No. 7,266,524

Issued: September 4, 2007

Application No.: 09/724,039

Filing Date: November 28, 2000

Title of Invention: METHOD, SOFTWARE  
PROGRAM, AND SYSTEM FOR ISOLATING  
RISK IN A FINANCIAL TRANSACTION

Attorney Docket No.: 85764-4000

**REVOCATION AND POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Sir:

The undersigned inventor and patent owner of the entire interest in the above-identified subject patent hereby revokes all previous powers of attorney given and hereby appoints the partners associated with and identified **under Customer No. 28765**, Winston & Strawn LLP, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith.

**Please direct all correspondence for this application to Customer No. 28765 to the attention of the Patent Department (telephone 202-282-5904, facsimile 202-282-5100).**

An executed assignment evidencing ownership of the above-identified subject patent is attached and is recorded on April 15, 2009 at Reel 022542, Frame 0445.

Name of Inventor/Patentee: \_\_\_\_\_  
**George H. Butcher III**

Address: 1120 Avenue of the Americas, 4th Floor New York, NY 10036

Signature:  Date: 4/13/09

## ASSIGNMENT

WHEREAS, Goldman, Sachs & Co., a limited liability company formed under the laws of Delaware, having a place of business at 85 Broad Street, New York, New York 10004 (hereinafter referred to as the "Assignor") is the record owner of the Letters Patents of the United States and the Patent Application as identified on Exhibit A hereto; and

WHEREAS, George H. Butcher III, an individual, having an address at 310 Oxford Road, New Rochelle, New York 10804 (hereinafter referred to as the "Assignee") is desirous of acquiring the Patent, the Application, and Licensor Improvements as defined in a certain Patent License Agreement entered into between Assignor and Assignee dated September 10, 2008 (the "Agreement"), which includes said Letters Patents and the Patent Application.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Goldman, Sachs & Co., the undersigned Assignor, hereby agrees to sell, assign, transfer, and convey, and does sell, assign, transfer, and convey unto to the above-identified Assignee on the Effective Date as defined in the Agreement, the whole and entire right, title and interest: (i) in and to the Patent and the Application and the invention, as described therein, for the territory of the United States and its possessions and territories, and for all foreign countries; (ii) in and to Licensor Improvements as defined in the Agreement; and (iii) in and to any and all similar rights and/or grants on any application including all divisions, reissues, continuations, and continuations-in-part which may be granted on and relate to said invention and said Letters Patents and Patent Application; said Patent, Application, Licensor Improvements, invention and application to be held and enjoyed by the above-identified Assignee, for Assignee's legal representatives and assigns, as fully and as entirely as the same would have been held by the undersigned Assignor as if this Assignment not had been made.

For the aforesaid consideration, Assignor hereby agrees to undertake to execute, whenever requested by the above-identified Assignee, all patent applications, assignments, lawful oaths and any other papers which Assignee may deem necessary for securing to Assignee or for maintaining for Assignee, all of the right, title and interest hereby assigned or to be agreed to be assigned, all without further compensation to the undersigned Assignor.

It is agreed that the Assignor shall be legally bound, upon request of the Assignee, to supply all information and evidence relating to the making and practice of said Invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the Invention in the United States and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument.

Assignor further assigns for the above consideration, any and all claims and causes of action which may heretofore have arisen or which may hereafter arise for infringement or other violation of any right accruing from said invention, Patent, Application or Licensor Improvements.

Assignor further assigns the right to use the Technology as defined in Section 1.9 of the Agreement. Said Assignment shall include the right to use, royalty free, Assignor's MUNIX. XLM software program (the "Software") in conjunction with Assignee's software programs for conducting financial calculations. Assignor shall provide one copy of the Software to Assignee but

shall have no further obligation to maintain or update the Software. Assignor shall also provide to Assignee one copy of the software programs and documents contained in a certain electronic folder identified as "p-butchg/mydocuments/excel/CES" (the "Programs"). Assignor grants Assignee the right to use, royalty free, the Programs. Said assignment of the Software and the Programs are personal to Assignee and shall not be subject to transfer, assignment or sublicense without the express prior written approval of Assignor. Written approval shall solely be within the discretion of Assignor and may be withheld for any reason.

IN WITNESS WHEREOF, Assignor executes this Assignment of Intellectual Property as of the place and date written below.

EXECUTED, in \_\_\_\_\_, U.S.A.,

this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

GOLDMAN, SACHS & CO.

Name: 

Date: 10 Sept 2008

## EXHIBIT A

### Patents

| Jurisdiction  | Number    | Title   |
|---------------|-----------|---|
| United States | 7,266,524 | Method, software program, and system for isolating risk in a financial transaction, issued September 4, 2007  |
| United States | 7,386,502 | Method, software program, and system for structuring risk in a financial transaction, issued on June 10, 2008 |

### Patent Applications

| Jurisdiction  | Number     | Title  |
|---------------|------------|--|
| United States | 11/876,228 | Method, software program, and system for structuring risk in a financial transaction filed on October 22, 2007 |